



## **CITY COUNCIL MEETING**

### **June 2, 2015 – Agenda**

Mt. Si Senior Center, 411 Main Ave. S., North Bend, Washington

#### **7:00 P.M. – CALL TO ORDER, ROLL CALL, FLAG SALUTE**

#### **CONSENT AGENDA:**

			<b>Pg.#</b>
<b>1) Minutes</b>	Council Meeting of May 19, 2015		<b>1</b>
<b>2) Payroll</b>	<b>May 20, 2015 – 27262</b> through <b>27270</b> , in the amount of <b>\$168,115.15</b>		
<b>3) Checks</b>	<b>June 2, 2015 – 61166</b> through <b>61214</b> , in the amount of <b>\$311,262.15</b>		
<b>4) AB15-057</b>	Resolution – Authorizing Segregation of ULID Assessments	Mr. Rigos	<b>5</b>
<b>5) AB15-058</b>	Motion – Authorizing Contract with Concept Engineering for WWTP Survey	Mr. Rigos	<b>19</b>
<b>6) AB15-059</b>	Ordinance – Adopting NBMC 9.245 Rental Housing Safety	Ms. Lindell	<b>27</b>

#### **CITIZEN'S COMMENTS:** (Please restrict comments to 3 minutes)

#### **INTRODUCTIONS:**

<b>7) AB15-060</b>	Motion – Authorizing Architectural & Engineering Services Contracts for Torguson Park Improvements	Mr. Rigos	<b>35</b>
--------------------	--	-----------	-----------

**MAYOR, COUNCIL & ADMINISTRATOR CONCERNS AND INITIATIVES:** (Business and general information presented that may be deliberated upon by the Council. Formal action may be deferred until a subsequent meeting; immediate action may be taken upon a vote of a majority of all members of the Council.)

#### **ADJOURNMENT:**

**DRAFT**

**NORTH BEND CITY COUNCIL MINUTES**

**May 19, 2015**

Senior Center, 411 Main Ave. S., North Bend, Washington

**CALL TO ORDER, ROLL CALL:**

Mayor Hearing called the regular meeting to order at 7:00 p.m.

**Councilmembers Present:** Cook, Gothelf, Kolodejchuk, Loudenback, Pettersen, Rosen and Williamson.

**CONSENT AGENDA:**

**Minutes** – Council Meeting of May 5, 2015

**Payroll – May 5, 2015 – 27254 through 27261**, in the amount of **\$133,946.46**

**Checks – May 19, 2015 – 61100 through 61165**, in the amount of **\$444,186.16**

**AB15-050** – Resolution 1681 Accepting NB Way Overlay Project as Complete

**AB15-051** – Resolution 1682 Accepting NB Way Water Main Break Project as Complete

**AB15-052** – Resolution 1683 Authorizing CDBG Grant Application for NB Way Improvements

**AB15-053** – Motion Authorizing Municipal Court, Prosecution & Public Defender ILA's

Councilmember Gothelf **MOVED**, seconded by Councilmember Kolodejchuk to approve the consent agenda as presented. The motion **PASSED** 7-0.

**CITIZEN'S COMMENTS:**

**Dave Olson**, 440 Main Avenue S., reported the Kiwanis Key Club dance was well attended. Additionally, he provided a brief report on the following Kiwanis events: May 9<sup>th</sup> Kiwanis "Stamp Out Hunger" food drive, May 16 – 17<sup>th</sup> collection event for Eastside Baby Corner, and annual fireworks sales beginning June 28<sup>th</sup>.

**ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:**

**Presentation** – 1<sup>st</sup> Trimester Police Services Update

Mayor Hearing announced the 1<sup>st</sup> Trimester Police Services Update was postponed to the June 16, 2015 Council meeting.

**COMMISSION AND COMMITTEE REPORTS:**

**Planning Commission**

A report of the May 14<sup>th</sup> meeting was provided.

**DRAFT**

**Parks Commission**

No report – The next meeting is scheduled for May 27, 2015.

**Economic Development Commission**

No report – The next meeting is scheduled for May 28, 2015.

**Community & Economic Development Committee** – Councilmember Kolodejchuk, Chair

No report – The next meeting is scheduled for June 10, 2015.

**Finance & Administration Committee** – Councilmember Cook, Chair

A report of the May 5<sup>th</sup> meeting was provided.

**Public Health & Safety Committee** – Councilmember Gothelf, Chair

A report of the May 12<sup>th</sup> meeting was provided.

**Transportation & Public Works Committee** – Councilmember Loudenback, Chair

A report of the May 13<sup>th</sup> meeting was provided.

**Council Workstudy** – Mayor Pro Tem Williamson

A report of the April 28<sup>th</sup> Special Workstudy was provided.

**Eastside Fire & Rescue Board Meeting** – Councilmember Gothelf

A report of the last meeting was provided.

**INTRODUCTIONS:**

**AB15-054** – Resolution 1684 Rescinding Resolution 1545 RE Stilson LID

**Audio: 15:17**

Public Works Director Rigos provided the staff report.

Councilmember Loudenback **MOVED**, seconded by Councilmember Cook to approve AB15-054, a resolution rescinding Resolution 1545 related to the proposed formation of the Stilson area Sewer Local Improvement District. The motion **PASSED** 7-0.

**AB15-055** – Ordinance 1554 Authorizing Refinancing of LTGO Bonds

**Audio: 17:07**

Assistant City Administrator/Finance Director Masko introduced Jim Nelson, D.A. Davidson Senior Vice President, who spoke briefly regarding the favorable interest rates in the bond market and the potential savings the City could realize if it refinanced several of its outstanding bonds and detailed the process involved in refinancing the bonds.

Bond Counsel Deanna Gregory from Pacifica Law Group highlighted the two bond ordinances available for Council consideration and explained delegation parameters associated with each.

**DRAFT**

Councilmember Cook **MOVED**, seconded by Councilmember Loudenback to approve AB15-055, an ordinance approving the issuance of new LTGO Bonds and refunding of existing 2010 LTGO Bonds in the total amount not to exceed \$2,100,000, as a first and final reading. The motion **PASSED** 7-0.

**AB15-056 – Ordinance 1555 Authorizing Refinancing of Water  
& Sewer Bonds**

**Audio: 29:34**

Councilmember Cook **MOVED**, seconded by Councilmember Kolodejchuk to approve AB15-056, an ordinance approving the issuance of new Water and Sewer Revenue Bonds and refunding portions of the existing 2006 Revenue Bonds and 2012 Revenue Bonds in a total amount not to exceed \$10,000,000, as a first and final reading. The motion **PASSED** 7-0.

**MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:**

Councilmember Pettersen thanked Public Works staff for the recently installed hanging flower baskets in Downtown and the Snoqualmie Valley Gardening Club for their beautification of “Huckleberry Row” located at the City’s new parking lot off of Main Avenue North.

Councilmember Cook echoed Councilmember Pettersen’s comments regarding Downtown beautification. Additionally, he reported receiving comments about the difficulty of navigating the City’s website and requested it be added as a topic of discussion at a future Council Committee meeting or Workstudy.

Councilmember Kolodejchuk reported on the abundance of wildlife at the recently cleared Puget Western site in the Truck Town area of the City. He recognized the good works of the Snoqualmie Valley Elk Management Group and noted a suspected wolf had been killed east of town near Interstate I-90.

Councilmember Loudenback wished everyone a happy holiday weekend and encouraged all to drive safely if they were traveling during the long weekend.

Councilmember Williamson reminded everyone to practice caution when recreating on area waterways.

City Administrator Lindell thanked Council for their recent hard work on the proposed civic center and announced staff would be spending the next few months analyzing the recent direction received from Council and would come back towards the end of the year with better options regarding the project.

**DRAFT**

Mayor Hearing spoke regarding the following items:

- Special Recycling Event – Saturday, May 30<sup>th</sup> 9 a.m. – 3 p.m.
- Tanner Landing Park Weed Clearing Event – Saturday, June 13<sup>th</sup> 9 a.m. – 1 p.m.
- Bicycle Rodeo – Saturday, June 14<sup>th</sup> 11 a.m. – 3 p.m.
- Downtown Block Party – July 18 – 19<sup>th</sup>

**ADJOURNMENT:**

Councilmember Gothelf **MOVED** to adjourn, seconded by Councilmember Williamson.  
The motion **PASSED** 7-0.

The meeting adjourned at 7:41 p.m.

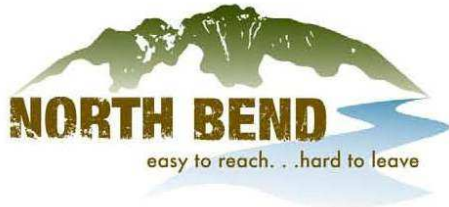
ATTEST:

---

Kenneth G. Hearing, Mayor

---

Susie Oppedal, City Clerk



## City Council Agenda Bill

<b>SUBJECT:</b>	<b>Agenda Date: June 2, 2015</b>		<b>AB15-057</b>
<b>A Resolution Authorizing the Segregation of Original Assessments under ULID No. 6 Pursuant to Section 35.44.410 of the Revised Code of Washington</b>	Department/Committee/Individual		
	Mayor Ken Hearing		
	City Administrator – Londi Lindell		
	City Attorney - Mike Kenyon		
	City Clerk – Susie Oppedal		
	Finance – Dawn Masko		
	Community & Economic Development – Gina Estep		
	Public Works – Mark Rigos, P.E.		X
Cost Impact: N/A			
Fund Source: N/A			
Timeline: Immediate			
<b>Attachments:</b> Resolution, Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit E			
<p><b>SUMMARY STATEMENT:</b></p> <p>John Day Homes has submitted an application to reapportion the utility local improvement district assessment on their property to final building lots in Miner's Ridge Division 2. RCW 35.44.410 sets forth the authority and procedures for reallocating assessments whenever it is determined that a segregation should be made. This action will proportionately redistribute original assessment amounts to each of the new parcels and attach new liens that are enforceable by judicial foreclosure in the event that future installments are not collected in a timely manner.</p> <p>The Miner's Ridge site is located north of the Wood River community, north of 461<sup>st</sup> Place SE.</p>			
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This ULID segregation was brought forward to the Public Works Dept. by Public Finance Inc. (LID &amp; Special District Administration), a few days after the most recent Transportation and Public Works (TPW) Committee Meeting on May 13, 2015. The TPW Committee has not had a chance to review this item.</p>			
<p><b>RECOMMENDED ACTION: MOTION to approve AB15-057, a resolution authorizing the segregation of original assessments under ULID No. 6 pursuant to section 35.44.410 of the Revised Code of Washington.</b></p>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
June 2, 2015			



## RESOLUTION

### **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING SEGREGATION OF ASSESSMENTS UNDER UTILITY LOCAL IMPROVEMENT DISTRICT NO. 6 PURSUANT TO SECTION 35.44.410 OF THE REVISED CODE OF WASHINGTON**

**WHEREAS**, the City of North Bend has received an application from the property owner attached as Exhibit A requesting segregation of original assessments on parcels within Utility Local Improvement District No. 6; and

**WHEREAS**, RCW 35.44.410 authorizes the City Council to order the segregation of local improvement district assessments whenever property subject to such assessments is subdivided or otherwise altered by a boundary line adjustment; and

**WHEREAS**, the parcels affected by this segregation are identified on the King County Assessor's parcel map attached as Exhibit B; and

**WHEREAS**, the revised parcel configuration is shown on the plat map diagram attached as Exhibit C; and

**WHEREAS**, RCW 35.44.410 requires that segregation be made as nearly as possible on the same basis as the original assessment calculation method and that the sum of the new assessments equal the sum of the assessments before segregation; and

**WHEREAS**, this segregation will continue to protect the security of outstanding district obligations payable from such assessments and preserve the security of these liens by reallocating the original assessments to the newly created parcels;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** Segregation shall be made to the assessment roll of Utility Local Improvement District No. 6 that was confirmed and adopted by Ordinance No. 1452 on March 28, 2012.

**Section 2.** Assessments shall be segregated in accordance with Section 35.44.410 of the Revised Code of Washington to real property located within the boundaries of Utility Local Improvement District No. 6 and shall result in amended assessments as shown in the table attached hereto and incorporated by this reference as Exhibit D.



**Section 3.** The combined sum of the amended assessments shall equal the sum of the original assessments before segregation, and the assessment roll is in all other respects reaffirmed.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2<sup>ND</sup> DAY OF  
JUNE, 2015.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Kenneth G. Hearing, Mayor**

\_\_\_\_\_  
**Michael R. Kenyon, City Attorney**

Effective:  
Posted:

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
**Susie Oppedal, City Clerk**

**Exhibit A — Segregation Application**

**CITY OF NORTH BEND**  
**APPLICATION TO SEGREGATE ULID ASSESSMENT**

<b>PLEASE COMPLETE AND RETURN THIS FORM TO:</b>	City of North Bend Finance Department 211 Main Ave N, PO Box 896, North Bend WA 98045
---	--

Property Owner:	John Day Homes Inc.		
Address	PO Box 2930		
City, State & Zip	North Bend WA 98045		
Telephone:	425-231-4901	Email:	meanoall@johndayhomes.com

Original Tax Parcel Number	Original Assessment	New Parcel Descriptions or Tax Parcel Numbers if assigned
132308-9104	\$226,339.66	Miner's Ridge Div No. 2
		See Attached

*(If additional space is required please attach the requested information on a separate sheet)*

1. The undersigned holds an ownership interest in the above referenced parcel(s) located within a local improvement district in the City of North Bend, King County, Washington.
2. The City of North Bend is hereby requested to segregate the assessment amount(s) listed above in accordance with the new property configuration.
3. This application for segregation of assessment is made under the provisions of §35.44.410 of the *Revised Code of Washington*.

Michelle Barnall                      [Signature]                      5-9-15  
 Applicant (please print)                      Signature                      Date

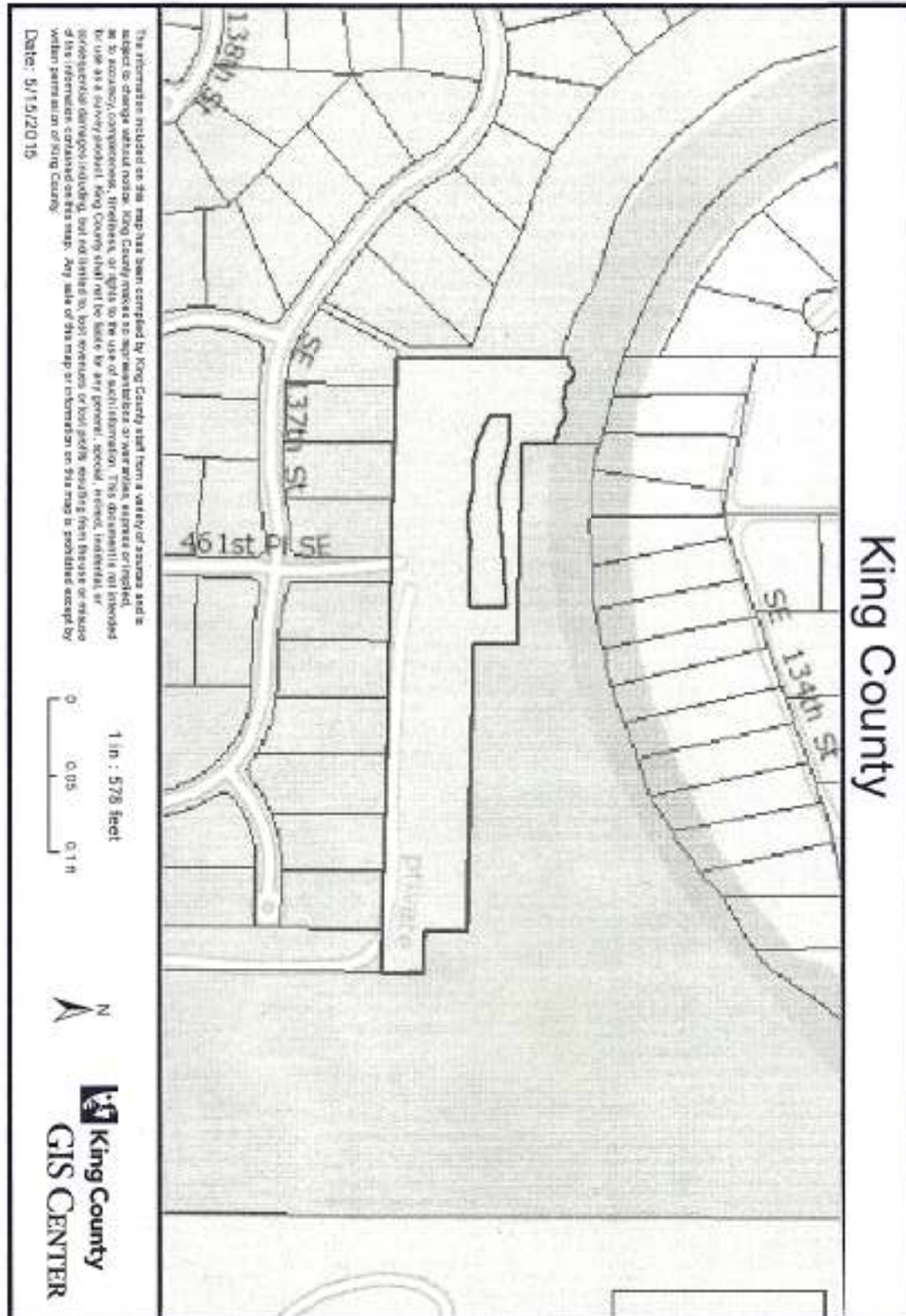
**ASSESSMENT SEGREGATION FEE**

A segregation fee is due per §35.44.410 of the *Revised Code of Washington* as a condition of final map approval. The fee for less than 6 new assessed lots is \$925. Please include payment with this completed form. Questions may be directed to Public Finance at (425) 885-1604.

CITY USE: RECEIPT # _____	DATE _____	BY _____
---------------------------	------------	----------

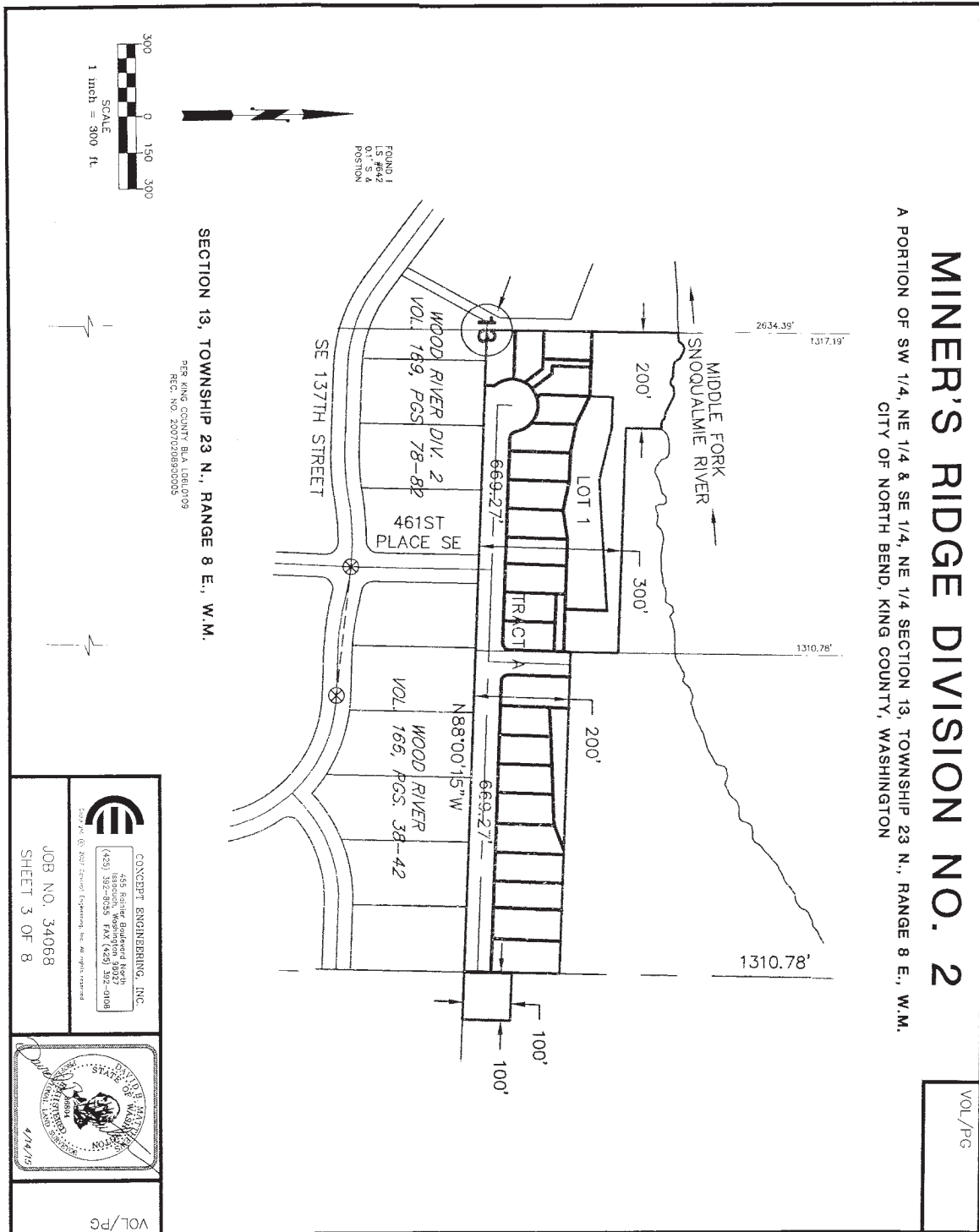


# Exhibit B — County Parcel Map





# Exhibit C — Plat Map Diagram





## Exhibit D — Segregation of Assessment

### ORIGINAL ASSESSMENT

Account	Tax Parcel Number	Assessment	Balance	Interest	Pay in Full
06-355-0	132308-9104	\$226,339.66	\$188,616.07	\$8,251.84	\$196,867.91

### AMENDED ASSESSMENTS

Account	Lot Description	Assessment	Balance	Interest	Pay in Full
06-335-01	554756-0010	\$8,574.04	\$7,145.02	\$312.59	\$7,457.61
06-335-02	554756-0020	8,574.04	7,145.02	312.59	7,457.61
06-335-03	554756-0030	8,574.04	7,145.02	312.59	7,457.61
06-335-04	554756-0040	8,574.04	7,145.02	312.59	7,457.61
06-335-05	554756-0050	8,574.04	7,145.02	312.59	7,457.61
06-335-06	554756-0060	8,574.04	7,145.02	312.59	7,457.61
06-335-07	554756-0070	8,574.04	7,145.02	312.59	7,457.61
06-335-08	554756-0080	8,574.04	7,145.02	312.59	7,457.61
06-335-09	554756-0090	8,574.04	7,145.02	312.59	7,457.61
06-335-10	554756-0100	8,574.04	7,145.02	312.59	7,457.61
06-335-11	554756-0110	8,574.04	7,145.02	312.59	7,457.61
06-335-12	554756-0120	8,574.04	7,145.02	312.59	7,457.61
06-335-13	554756-0130	8,574.04	7,145.02	312.59	7,457.61
06-335-14	554756-0140	8,574.04	7,145.02	312.59	7,457.61
06-335-15	554756-0150	8,574.04	7,145.02	312.59	7,457.61
06-335-16	554756-0160	8,574.04	7,145.02	312.59	7,457.61
06-335-17	554756-0170	8,574.04	7,145.02	312.59	7,457.61
06-335-18	554756-0180	8,574.04	7,145.02	312.59	7,457.61
06-335-19	554756-0190	8,574.04	7,145.02	312.59	7,457.61
06-335-20	554756-0200	8,574.04	7,145.02	312.59	7,457.61
06-335-21	554756-0210	8,574.04	7,145.02	312.59	7,457.61
06-335-22	554756-0220	8,574.04	7,145.02	312.59	7,457.61
06-335-23	554756-0230	8,574.04	7,145.02	312.59	7,457.61
06-335-24	554756-0240	8,574.04	7,145.02	312.59	7,457.61
06-335-A	554755-0010	20,562.70	17,135.59	749.68	17,885.27
		\$226,339.66	\$188,616.07	\$8,251.84	\$196,867.91





## **Exhibit E — Revised Code of Washington**

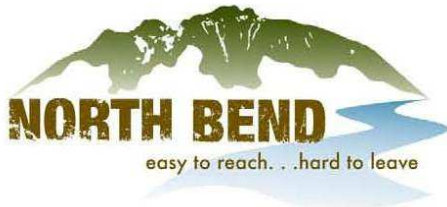
### **RCW 35.44.410 Segregation of assessments.**

Whenever any land against which there has been levied any special assessment by any city or town shall have been sold in part or subdivided, the legislative authority of that city or town shall have the power to order a segregation of the assessment.

Any person desiring to have such a special assessment against a tract of land segregated to apply to smaller parts thereof shall apply to the city or town which levied the assessment. If the legislative authority thereof determines that a segregation should be made, it shall by resolution order the city or town treasurer to make segregation on the original assessment roll as directed in the resolution. The segregation shall be made as nearly as possible on the same basis as the original assessment was levied, and the total of the segregated parts of the assessment shall equal the assessment before segregation. The resolution shall describe the original tract, the amount and date of the original assessment, and shall define the boundaries of the divided parts and the amount of the assessment chargeable to each part. A certified copy of the resolution shall be delivered to the city or town treasurer who shall proceed to make the segregation ordered upon being tendered a fee of ten dollars for each tract of land for which a segregation is to be made. In addition to such charge the legislative authority of the city or town may require as a condition to the order of segregation that the person seeking it pay the city or town the reasonable engineering and clerical costs incident to making the segregation. No segregation need be made if the legislative authority of the city or town shall find that by such segregation the security of the lien for such assessment will be so jeopardized as to reduce the security for any outstanding local improvement district obligations payable from such assessment. [1969 ex.s. c 258 § 10.]

---





## City Council Agenda Bill

<b>SUBJECT:</b>	<b>Agenda Date: June 2, 2015</b>	<b>AB15-058</b>
<b>A Motion Awarding a Professional Services Contract to Concept Engineering for Surveying the Wastewater Treatment Properties</b>	Department/Committee/Individual	
	Mayor Ken Hearing	
	City Administrator – Londi Lindell	
	City Attorney - Mike Kenyon	
	City Clerk – Susie Oppedal	
	Community & Economic Development – Gina Estep	
	Finance – Dawn Masko	
	Public Works – Mark Rigos, P.E.	X
Cost Impact: ~\$14,800		
Fund Source: Sewer Operating Fund		
Timeline: Immediate		
<b>Attachments:</b> Exhibit 1 (Vicinity Map) and Exhibit 2 (Work Scope and Fee)		
<p><b>SUMMARY STATEMENT:</b></p> <p>City of North Bend owns six tax parcels that contains and abuts our Wastewater Treatment Plant (Plant). Please see attached Exhibit 1 for the Vicinity Map. The six tax parcels, named in the attached work scope and fee from Concept Engineering, are located between South Fork Snoqualmie River, SR-202, an existing mobile home park, and Snoqualmie Valley Trail.</p> <p>Having a comprehensive survey of these properties is enormously important in the analysis, planning and design of a possible future Plant expansion. The survey maps, once completed, will be provided to the yet-to-be selected civil engineering firm that will provide the City with a preliminary Plant Expansion design later in 2015.</p> <p>Two professional service consulting firms were contacted to provide bids on the survey mapping. Both survey firms are on the MRSC Roster. Both firms have performed prior surveying services to North Bend. Both firms have provided quality professional services in the past to North Bend. The first firm, Axis Surveying and Mapping, provided a bid of approximately \$38,000 (not attached). The second firm, Concept Engineering, provided a bid of \$14,800 (see Exhibit 2).</p> <p>Public Works Department recommends contracting with Concept Engineering for this surveying work to be performed.</p>		
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The need for Plant survey mapping was discussed by the Transportation and Public Works Committee during their May 13, 2015 meeting. The anticipated cost of \$25,000 - 30,000 was mentioned as an acceptable cost. Concept's work scope and fee of \$14,800 was received after the May 13, 2015 meeting.</p>		
<p><b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB15-058, awarding a professional services contract with Concept Engineering, in a form approved by the City Attorney.</b></p>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 2, 2015		



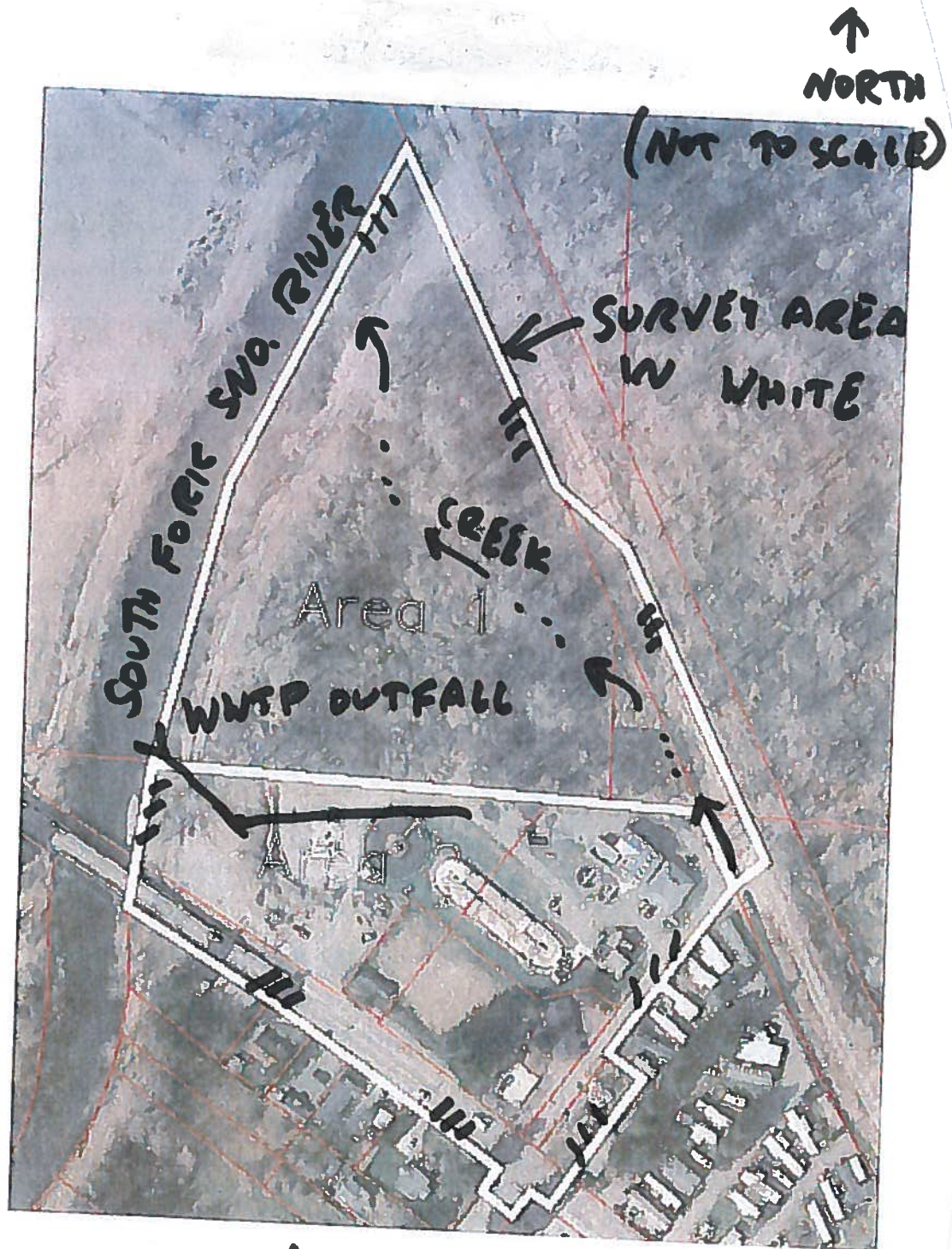


EXHIBIT 1 - VICINITY MAP





Issaquah Office  
455 Rainier Blvd N  
Issaquah, WA 98027  
(425) 392-8055

Lakewood Office  
7602 Bridgeport Way W Ste 3D  
Lakewood, WA 98499  
(253) 301-4157

May 20, 2015

VIA E-MAIL: mrigos@northbendwa.gov

Mr. Mark Rigos, PE  
Public Works Director  
City of North Bend  
PO Box 896  
North Bend, WA 98045

**RE: Surveying Services for Boundary, Topographic, Tree & Wetlands/OHWM Survey of the North Bend Wastewater Treatment Plant Project located on King County Tax Parcel Nos. 857090-0063, -0079, -0081, -0082, -0083 & a portion of 042308-9017, -9018 & -9020, located in the SE ¼ of Section 04-23-08 and the NE ¼ of Section 09-23-08**

Dear Mr. Rigos:

Thank you for contacting **CONCEPT ENGINEERING** for your surveying needs. We make this proposal under the following assumptions:

1. Subdivision or plat monumentation is existing which controls subject property boundary. If not found in the field then fee becomes T & M to recover adequate control. You will be notified if this is the case prior to proceeding further. The cost is one additional day of field time or a maximum of \$1,200.
2. All wetland identification & geotechnical services, if any, will be performed by others. If our support for these disciplines is needed, it will be an add-on to the base contract.

Subject to the above assumptions, our scope of services and costs are enclosed. Our firm's 2015 billing rates are also herein detailed. We adjust our billing rates in January on an annual basis. If this proposal is satisfactory to you, please provide us with your standard Authorization Contract.

We currently need about 2 to 4 working days of lead-time prior to beginning the job, after receipt of required owner provided information. This does vary since we are providing support to various jobs. We will do all in our power to accommodate this schedule. We reserve the right to revise this proposal if not accepted within 30 days of its date.

### **SURVEY SERVICES**

#### **1. BOUNDARY SURVEY (with easements plotted)**

Perform boundary survey staking exterior corners with steel rebar and land surveyor I.D. cap. The survey will be based on a current title report showing

**Plan. Design. Manage**



Mr. Mark Rigos, PE  
City of North Bend  
Page 2  
May 20, 2015

1. **BOUNDARY SURVEY (Con't)**

current property configuration with supporting documents and is a professional interpretation of this information.

Task includes:

- Research of county records of other surveys
- Analyze legal description
- Calculate lot geometry
- Plot easements from title report
- Monument corners

Task does not include:

- Resolution of boundary conflicts by occupation or deed construction.

2. **RECORD OF SURVEY**

Prepare a Record of Survey drawing pursuant to RCW 58.09 and WAC 332-130 standards for recording with King County.

3. **TOPOGRAPHIC SURVEY (Approximate 10.5-Acre Corridor)**

Perform a topographic survey on NAVD 88 vertical datum with 1-foot contours extending to the property boundaries, OHWM, CL of old RR grade and the adjoining street right-of- plus 100 feet in each direction at the intersections.

Task includes:

- Spot elevations gathered on an approximate 25-foot grid plus grade breaks within the property boundary.
- Call the 811 buried utilities locating service for locates.
- Location of visible improvements built within the mapping area.
- Location of visible & painted underground utilities within the right-of-ways. All invert elevations will be measured from the rim of the structure for safety reasons. Pipe sizes and materials will be estimated only.
- Show right-of-way & adjoining property boundaries.
- Mapped location of floodway and floodplain.
- One meeting with Wastewater Treatment Plant Manager to obtain his input on utilities and slope directions at the WWTP.
- Client to receive 5 paper copies, a reproducible copy of the final drawing and 2015 acad 3D file.

Mr. Mark Rigos, PE  
City of North Bend  
Page 3  
May 20, 2015

3. **TOPOGRAPHIC SURVEY (Con't)**

**Task does not include:**

- Wetlands, if any

4. **TREE SURVEY**

Locate 8" evergreen and 12" deciduous trees in diameter or greater within the property. All trees measured 4.0 feet above ground. Estimate dripline radius. Tag trees with aluminum tree tags & point #s.

5. **WETLAND FLAGS / OHWM FLAGS SURVEY**

Locate wetland, data point & OHWM flags as delineated by others. Draft flag locations on the boundary and topographic map. Plot the exhibit on a 24" X 36" sheet showing the wetland flags, buffers and data point flags.

**BASE FEE\* (including \$150  
recording fee Items 1 - 5) .. \$12,600**  
(PLS 32 hrs, FC 56 hrs)

6. **ORDER TITLE REPORT**

Order title report for the subject properties from Chicago Title.

**BASE FEE\* (Item 6)..... \$1,000**

All items in this proposal will be billed on a monthly basis. Again, I look forward to working with you. Should you have any questions about the scope of work, contractual or cost issues on this proposal, please contact me.

Sincerely,

**CONCEPT ENGINEERING**



David L. Hill, PLS

Encl: Our Firm's 2015 hourly billing rates  
Survey Area Map

**CITY OF NORTH BEND SURVEY PROPOSAL**  
North Bend Wastewater Treatment Plant Project  
May 20, 2015

OUR FIRM'S 2015 HOURLY BILLING RATES ARE AS FOLLOWS:\*

Principal Engineer	\$155.00
Group Manager	135.00
Project Manager	120.00
Senior Design Engineer	120.00
Design Engineer	105.00
CAD Support	105.00
Project Surveyor	125.00
One Man Crew	85.00
Two Man Crew	150.00
Three Man Crew	165.00
One Man GPS Crew	105.00
Two Man GPS Crew	200.00
Three Man GPS Crew	215.00

- \* These rates are subject to change every January. New rates will apply should the job carry over into the next calendar year.

Overtime rate is charged at 1-½ times the above rate.

Credit card payments can be processed for a 4% convenience fee.

Eff. 1/1/2013



## City Council Agenda Bill

SUBJECT:		Agenda Date: June 2, 2015	AB15-059
<b>An Ordinance Adopting North Bend Municipal Code Chapter 9.245 Rental Housing Safety</b>		Department/Committee/Individual	
		Mayor Ken Hearing	
		City Administrator – Londi Lindell	X
		City Attorney - Mike Kenyon	
		City Clerk – Susie Oppedal	
		Community & Economic Development – Gina Estep	
		Finance – Dawn Masko	
		Public Works – Mark Rigos	
Cost Impact: N/A			
Fund Source: N/A			
Timeline: Immediate			
<b>Attachments:</b> Ordinance			
<p><b>SUMMARY STATEMENT:</b></p> <p>The citizens of the City of North Bend have a right to safe rental housing and the City should assist rental property owners and managers to reduce the occurrence of criminal conduct on rental properties. The City Council may exercise its police powers to require rental property owners to take reasonable steps to prevent the use of rental property for criminal purposes, and penalize rental property owners in the event they take no action to discourage crime from recurring on their rental properties. The police department has requested Council consider adoption of this Ordinance in order to provide them with additional enforcement tools to deal with properties where recurrent criminal activity is ongoing.</p> <p>The attached Ordinance promotes the foregoing public purposes and police powers and further increases cooperation between property owners, tenants and the City's police department in order to reduce crime. The Ordinance provides in pertinent part as follows:</p> <ul style="list-style-type: none"> <li>• <b>Duty of Landlord.</b> A landlord is required to take reasonable steps to ensure that its rental property is not used for criminal conduct. Repeated criminal conduct committed by tenants or guests on the rental property could result in a civil infraction chargeable to the landlord if he or she fails to take corrective action to avoid such criminal conduct.</li> <li>• <b>Notices.</b> The police department will send a notice to the landlord of the criminal activity. If a landlord receives 3 or more notices within any 6 month time period, a civil infraction may be issued.</li> <li>• <b>Request for Police Assistance.</b> A landlord's request for police assistance may be considered a "reasonable step" required to be taken in order to reduce the criminal activity.</li> <li>• <b>Penalties.</b> Violation of this chapter is not a "crime" and no criminal citation is issued. Violation of this chapter is a class 2 civil infraction and fees will be charged consistent with state law. The maximum penalty is currently \$125 under Chapter 7.80 RCW.</li> </ul> <p>Existing City code provisions have proven ineffective in encouraging rental housing property owners with criminal activity occurring on their property to take the proper steps necessary to help the City's police department stop or deter crime. This Ordinance has been developed to give the police department and rental housing property owners the tools necessary to maintain and improve the safety, quality and appearance of rental properties, and therefore, provide a safer living environment for renters and for the surrounding community. Enforcement of this Ordinance through issuance of civil infraction notices as provided in RCW chapter 7.80 will use procedures with which the police department and municipal court are accustomed. The municipal court will conduct hearings on infractions, with a police officer presenting evidence in support of the infraction notice.</p>			

## City Council Agenda Bill

COMMITTEE REVIEW AND RECOMMENDATION: This ordinance was reviewed by the Public Health and Safety Committee on May 12, 2015 with a recommendation for approval by consent agenda		
RECOMMENDED ACTION: <b>MOTION to approve AB15-059, an ordinance adopting NBMC Chapter 9.245 Rental Housing Safety, as a first and final reading.</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 2, 2015		

## ORDINANCE

### **AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, CREATING A NEW NBMC CHAPTER 9.245 RELATING TO RENTAL HOUSING SAFETY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, in the interest of public health, safety and welfare, the North Bend City Council desires to regulate rental housing in the City as set forth herein;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:**

#### **Section 1. Findings:**

A. The citizens of the City of North Bend have a right to safe rental housing and the City should assist rental property owners and managers to reduce the occurrence of criminal conduct on rental properties. The City Council finds that it is a proper exercise of its police powers to require rental property owners to take reasonable steps to prevent the use of rental property for criminal purposes, and that rental property owners should be penalized in the event they take no action to discourage crime from recurring on their rental properties. The City Council further finds that increased cooperation between property owners, tenants and the City's police department is integral to reduce such crime.

B. Existing City code provisions have proven ineffective in encouraging rental housing property owners with criminal activity occurring on their property to take the proper steps necessary to help the City's police department to stop or deter crime.

C. This Ordinance has been developed to give the police department and rental housing property owners the tools necessary to maintain and improve the safety, quality and appearance of rental properties, and therefore, provide a safer living environment for renters and for the surrounding community.

D. Enforcement of this Ordinance through issuance of civil infraction notices as provided in RCW Chapter 7.80 will use procedures with which the police department and municipal court are accustomed. The municipal court will conduct hearings on infractions, with a police officer presenting evidence in support of the infraction notice.

**Section 2. New NBMC Chapter 9.245 (Rental Housing Safety) Established:** A new North Bend Municipal Code Chapter 9.245 is hereby established to be entitled "Rental Housing Safety" and to read as follows:

**9.245.010 Definitions**

The definitions set forth in this Section apply throughout this Chapter unless the context clearly requires otherwise:

A. “Criminal conduct” means reasonable suspicion that:

1. A “more serious offense” has occurred as defined in RCW 9.94A.030;
2. Gang or gang-related activity, as those terms are defined by RCW 59.18.030, has occurred on the rental property; and
3. Drug-related activity pursuant to RCW 59.18.130 has occurred on the rental property.

B. “Landlord” means:

1. The owner, lessor or sublessor of the dwelling unit or the rental property of which it is a part and a person designated as a representative of the landlord;
2. A person or business entity such as a corporation, limited liability corporation, partnership, or agency that owns, operates or manages rental housing or rental property; and
3. A person, designated by the landlord, who has authority to sign a lease or rental agreement.

C. “Police Department” means the North Bend Police Department or a law enforcement officer who has general authority, limited authority or specially commissioned Washington state peace officer, or any federal peace officer, as those terms are defined by chapter 10.93 RCW.

D. “Reasonable steps to reduce the likelihood that criminal conduct will recur on the property” means that the landlord reports criminal conduct that occurs on the property whenever the commission of criminal conduct on the rental property is known or suspected, and that the landlord takes steps to prevent the recurrence of

crime, which may include, but are not limited to, one of the following:

1. The landlord and on-site managers of the rental property show proof of attendance in at least a three-hour landlord training class. Training may be provided by local police departments, rental housing associations, on-line training or any other training program approved by the Police Department. The training must be about rental property management, crime free properties, tenant screening or landlord-tenant law;
  2. The landlord pursues eviction to judgment of the tenant who is the subject of a notice issued in accordance with Subsection 9.245.020 of this Chapter, and begins the eviction process within thirty days after the third notice is issued; or
  3. The landlord requests the City's assistance in accordance with Section 9.245.030 of this Chapter.
- E. "Rental agreement" or "lease" has the same meaning as "rental agreement" defined in RCW 59.18.0301.
- F. "Rental housing" or "rental property" means a rental housing facility that is rented or intends to be rented, is located on a single parcel or lot and for which a postal address exists or may exist for each individual unit, and the common areas and appurtenances to the rental housing facility. "Rental housing" or "rental property" includes any mobile home park or manufactured housing community as those terms are defined by RCW 59.20.030. "Rental housing" or "rental property" does not include the following:
1. A retail, commercial or industrial rental;
  2. A registered and licensed nursing home; or
  3. A properly registered and licensed assisted living facility.
- G. "Tenant" had the same meaning as "tenant" in RCW 59.18.030 and 59.20.030.



**9.245.020 Criminal Conduct on Rental Property - Notice**

- A. A landlord shall take reasonable steps to ensure that its rental property is not used for criminal conduct. If a landlord is notified by the Police Department that criminal conduct has occurred on the property, the landlord shall take reasonable steps to reduce the likelihood that criminal conduct will recur on the rental property. Repeated criminal conduct committed by tenants or guests on the rental property shall result in a civil infraction chargeable to the landlord.
- B. Upon the occurrence of criminal conduct on the rental property, the Police Department may cause notice to be sent to the landlord setting forth the date of the occurrence, the location of the occurrence, the nature of the occurrence and the name of the person who engaged in the criminal conduct. Notice may be sent whenever the Police Department has probable cause to believe that criminal conduct has occurred on the rental property. Notice is deemed properly delivered when it is either served upon the landlord or a property manager of the rental property by certified mail to the last known address of the landlord. The issuance of the notice in this Subsection is a prerequisite to the issuance of a notice of infraction under Subsection C of this Section, and the issuance of the civil infraction under Subsection C of this section constitutes the notice of the fourth instance of criminal conduct.
- C. If a landlord receives more than three notices under Subsection B of this Section regarding instances of criminal conduct committed in the same dwelling unit or anywhere on the rental property by the same tenant or any guest of the tenant within any six-month period, the landlord shall be deemed to have committed a civil infraction if they have not taken reasonable steps to reduce the likelihood that criminal conduct will recur on the rental property. If the criminal conduct is committed by guests of tenant, the City need not establish that the criminal conduct was committed by the same guest. Each instance of criminal conduct committed in the same dwelling unit or anywhere on the rental property by the same tenant or any guest of the tenant in excess of three instances of criminal

conduct in a six-month period is an additional civil infraction chargeable to the landlord.

**9.245.030 Landlord Request for Assistance**

- A. A request for the assistance of the City in accordance with this Section is considered a reasonable step to reduce the likelihood that criminal conduct will recur for the next single violation of the rental property, but only if the landlord cooperates with the City's assistance and takes reasonable measures to implement the suggested methods of the City to reduce the recurrence of criminal conduct on the rental property. A request for assistance does not relieve the landlord of the duty to comply with this Chapter.
- B. When criminal conduct occurs on the rental property, or the occurrence of criminal conduct on the rental property is suspected by the landlord, the landlord may request the assistance of the Police Department in taking steps to reduce the likelihood that criminal conduct will recur on the rental property. The City shall assist landlords when such a request is made. The assistance may include, but is not limited to, the following:
  - 1. Providing the landlord with information permitted to be disclosed by law relating to the criminal conduct that occurred on the rental property;
  - 2. Having a law enforcement officer communicate with the tenant suspected of engaging in the criminal conduct regarding the ramifications of continued criminal conduct; and
  - 3. Providing the landlord with resources available to assist the landlord in pursuing eviction of the tenant.
- C. The Police Department may work with other agencies providing advice to rental property owners or tenants in providing assistance under this Chapter.

**9.245.040 Violation.**

A. A violation of this Chapter is a class 2 civil infraction for the first offense and a class 2 civil infraction for each offense thereafter punishable under chapter 7.80 RCW.

B. Except as set forth in this Chapter and except as other rules apply, the Infraction Rules for Court of Limited Jurisdiction (“IRLJ”) and all local rules and policies as promulgated by the North Bend Municipal Court shall govern infraction proceedings including any appeals.

**Section 3. Severability:** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 4. Effective Date:** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2<sup>ND</sup> DAY OF JUNE, 2015.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

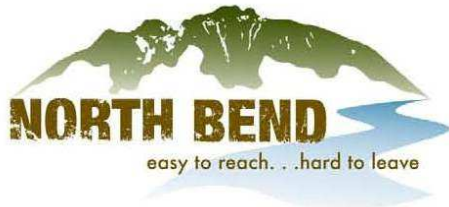
\_\_\_\_\_  
**Kenneth G. Hearing, Mayor**

\_\_\_\_\_  
**Michael R. Kenyon, City Attorney**

**ATTEST/AUTHENTICATED:**

Published:  
Effective:

\_\_\_\_\_  
**Susie Oppedal, City Clerk**



## City Council Agenda Bill

SUBJECT:		Agenda Date: June 2, 2015		AB15-060	
<b>A Motion Authorizing 3 Separate Engineering and Architectural Services Contracts for the Torguson Park Capital Project</b>		Department/Committee/Individual			
		Mayor Ken Hearing			
		City Administrator – Londi Lindell			
		City Attorney - Mike Kenyon			
		City Clerk – Susie Oppedal			
		Community & Economic Development – Gina Estep			
		Finance – Dawn Masko			
		Public Works – Mark Rigos, P.E.		X	
Cost Impact: \$92,490.50					
Fund Source: Park Impact Fees					
Timeline: Immediate					
<b>Attachments:</b> Exhibit A (Preliminary Color Site Plan on 11” x 17” and color), Exhibit B (SHD Work Scope and Fee), Exhibit C (ARC Architects Work Scope and Fee) and Exhibit D (D.R. Strong Consulting Engineers Work Scope and Fee).					
<u>SUMMARY STATEMENT</u>					
<b>Overview:</b>					
The City of North Bend is proposing many improvements at Torguson Park, which are included as part of the Torguson Park Capital Project and a successful grant application in 2014. The project:					
<ul style="list-style-type: none"><li>• Removes existing 4 cyclone baseball infield fences, backstops and dugouts;</li><li>• Tears out existing deteriorated pavement between the existing quad baseball fields;</li><li>• Builds a new flood proofed concession / restroom building between the quad ball fields;</li><li>• Installs stamped concrete plaza with picnic tables around concession building;</li><li>• Provides necessary grading and fill to create an elevated plaza space between the quad ball fields;</li><li>• Allows for improved ball field drainage to happen at a later date;</li><li>• Extends wet and dry utilities to concessions / restroom building;</li><li>• Improves general aesthetics of park with selective landscaping adjoining the walking path;</li><li>• Erects a new play area at the entry plaza;</li><li>• Develops a 3,500-foot long by 8-foot wide paved walking path around a majority of the park;</li><li>• Adds two trail connections to Snoqualmie Valley Trail;</li><li>• Constructs 5,000 square feet of permeable pavement and concrete gathering plaza north of the parking lot adjacent to the playground, including associated stairs and ADA ramps from the parking lot;</li><li>• Excavates portions of the site near existing swales to support above-noted floodplain fill;</li><li>• Provides stormwater collection and conveyance systems for new impervious surfaces;</li><li>• Furnishes 6 exercise stations along the new walking path;</li><li>• Demolishes and removes existing concession building damaged during 2014 gas explosion; and</li><li>• Enhances function at BMX Park with lockable water and power services;</li></ul>					
Attached is a Preliminary Site Plan (Exhibit A) for Torguson Park improvements. In order to design the building and site improvements, the City of North Bend is in need of consulting firm support which includes a civil engineer, landscape architect (project manager) and architect / structural engineer.					
Attached are the work scopes and fees for each consultant firm. Additional fees for the landscape architect (SHD) to manage the consultants is \$13,535.50. This would be the second contract with SHD. The prior contract was the topographical survey, site plan, etc. The architectural / structural engineer / mechanical / electrical flood proofing design by ARC Architects is \$47,955 (NTE). This includes bid support and construction administration. The utilities design, grading design and compensatory storage					

## City Council Agenda Bill

analysis by D.R. Strong Consulting Engineers is \$31,000 (NTE).

### **Timing:**

Torguson Park was surveyed in its entirety in late 2014 / early 2015 with 1-foot topographical contours, because the site is located below the 100-year floodplain. Following receipt of the Topographical Survey map and meetings with Little League representatives in spring 2015, SHD has been designing the Site Plan, which is still an ongoing effort. A meeting with the Parks Commission to help select exercise equipment is pending with CED's schedule. City staff are hopeful to have Torguson Park capital project improvements "shovel ready" by late summer 2015, so that construction is still possible to occur in fall 2015. However, Public Works staff and Little League's concern is that if the project does not begin construction until after Labor Day, then the project may not be constructed in its entirety (notably the concrete and new backstops) before the Little League season begins in February 2016. Weather can play a big factor on certain facets of this construction. The City and Little League would be very disappointed if Little League was unable to play baseball at the quad fields at Torguson Park in spring 2016, because of uncompleted construction. A second option, which seems to be preferred, is to start construction in June 2016 the day after Little League season ends, when the weather is drier, which would result in decreased construction costs and reduced likelihood of change orders. Public Works staff will make the final decision on the scheduling of this project.

### **Budget:**

The City's 2015 budget has dedicated funding from park impact fees for this capital project to be designed and constructed in 2015. It's possible that some of the funding may need to be extended to 2016 if construction is pushed from 2015 to 2016, which appears likely at this point in time. Park Impact Fees, collected from developers, will be the funding source for this project. Recently in May 2015, \$250,000 additional from Park Impact Fees was approved by City Council toward this project. Other funding sources include the ~\$91,000 received from our insurance company from the destroyed concession stand due to the nearby gas explosion in April 2014. Furthermore, a successful grant in the amount of \$125,000 will also help fund the improvements. For utilities, roads and parks construction projects, the soft costs are often 20% of the total cost of a project. This project appears to be headed toward that percentage.

**COMMITTEE REVIEW AND RECOMMENDATION:** On May 13, 2015 the Transportation and Public Works (TPW) Committee were unable to review the work scopes and fees, because they had not been completed yet. At the meeting, the TPW Committee was advised that architectural, structural engineering, flood proofing, project management, civil engineering design and construction support consulting services were necessary, but the fees was not yet known and/or reviewed by the Public Works Director.

**RECOMMENDED ACTION: MOTION to approve AB15-060, a motion authorizing three architectural and engineering services contracts for the Torguson Park Capital Project, in forms acceptable to the City Attorney.**

### **RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 2, 2015		







05/12/15

City of North Bend  
Attn: Mark Rigos  
PO Box 896  
1155 East North Bend Way  
North Bend, WA 98045

**Design Services Proposal (ASR #1)**

Please review the following proposal and, if acceptable, sign one copy and return it for our records. Landscape Architectural Services described below shall be provided and billed on a fixed fee basis in accordance with terms and conditions attached.

**Permit/Bid Documents/Construction Documents (P/BD/CD)**

Additional Design services for the elevated baseball infield/plaza space will be provided during the refinement of plans and construction documents to be used during construction.

- 1) Project Administration & Management
- 2) Construction Details
- 3) Grading
- 4) Drainage Modifications/Additions

Cost to complete = \$4,280.00

**Construction Administration & Observation (CA / CO)**

Construction Administration & Observation services will be provided during this phase. Site Visits, meeting notes, memorandum and a project final sign off will be provided.

- 1) Project Administration & Management
- 2) Construction Observation (2 Additional Site Visits)
- 3) Bulletins & Memorandum

Cost to complete = \$1,360.00



Sub-Consultant Services

Exhibits A & B for Architectural and Civil Engineering design services to be contracted directly with the City of North Bend are attached to this agreement for reference only.

Civil Engineering

The Consultant will provide the necessary field and office procedures for performing professional services, for the project site located at 750 E. North Bend Way (Site), also known as Tax Parcel No. 102308-9194, located in North Bend (City), Washington. These services will be per the proposal and will be contracted directly with the City of North Bend (**See Exhibit A**):

Civil Engineering Design Fee	= \$31,000.00
Landscape Architectural Coordination/Admin. fee (10%)	= <b>\$3,100.00</b>

Architectural

The Consultant will provide the necessary field and office procedures for performing professional services & sub-contracted professional services (Structural Engineering, Mechanical Engineering, Electrical and Plumbing), for the project site located at 750 E. North Bend Way (Site), also known as Tax Parcel No. 102308-9194, located in North Bend (City), Washington. These services will be per the proposal and will be contracted directly with the City of North Bend (**See Exhibit B**):

Architectural Design Fee & Sub-consultant Fees	= \$47,955.00
Landscape Architectural Coordination/Admin. fee (10%)	= <b>\$4,795.50</b>

**Not included** in this proposal are any necessary additional consultant's fees other than those noted, permit fees, or additional services requested by City.

If this proposal meets with your approval, please email an acceptance of the proposal to me. If you have questions, would like more information, or wish to make any modifications, please do not hesitate to contact me. Work will be scheduled upon my receipt of this proposal executed.

Sincerely,

Scott Holsapple

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

## Terms and Conditions

### The Agreement

This agreement is made by and between Scott Holsapple Design LLC and the CLIENT.

The agreement between the parties consists of these terms, the attached proposal by Scott Holsapple Design LLC and any exhibits or attachments noted in the proposal. Together these elements will constitute the entire agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this agreement must be mutually agreed to in writing. In signing this agreement the CLIENT understands that Scott Holsapple Design LLC is not providing a warranty, express or implied as to the performance of the project or site.

### Survey Information

The location of existing property boundaries and the location of the building on the property and all other significant site features shall be provided by the owner through a provision of a registered survey. Should the owner fail to provide a registered survey, the landscape architect shall rely on information available in the public record and shall bear no responsibility for the accuracy of such information.

### Services

The scope of services shall consist of those enumerated in the attached proposal. The scope of services outlined in the proposal represents a minimum program at this time. As the results of records, site walkover or provision of additional information to SHD | Scott Holsapple Design LLC, other services may be required and recommended to the CLIENT for written approval as Additional Services. Services outlined in the Design Services Proposal or extra services requested by client shall be billed on a fixed fee basis computed using the hourly rates below. The rates noted below will be current for six months from the date of the agreement for design services. Services include all time spent on project, including meeting, design, driving and site time, etc. ***Projected hours are considered capped fees.***

Principal	\$100 per hour
Project Manager	\$80 per hour
Technical Staff	\$60 per hour

### Additional Fees not outlined in proposal

All additional fees not covered in the design proposal and additional client or contractor meetings will be billed at the hourly rates noted above.

### Responsibilities of the Client

The CLIENT shall provide all information in its possession, custody, or control, which relates the site, its present and prior uses, or to activities at the site which may bear upon the services under this agreement, including, but not limited to the following:

- (i) A legal descriptions of the site, including boundary lines and a site plan;
- (ii) Identification of the location of utilities, underground tanks, and other structures and the routing thereof at the site, including available plans of the site;
- (iii) A description of activities which were or are being conducted at the site at any time by the CLIENT or by any person or entity which would relate to the services provided by Scott Holsapple Design LLC.

### Reimbursable Expenses

The following costs shall be reimbursed at rates described below and are not included in the fee for design services:

Printing (B&W/color), copying, reproduction, and photography will be billed at a factor of 1.2 times cost. In-house plotting will be billed at \$1.00 per square foot (24" x 36" or 30" x 42"). In-house color copying and printing will be billed at \$0.75 per 8 1/2 x 11 and \$2.00 per 11 x 17. In-house B&W copying and printing will be billed at \$0.25 per 8 1/2 x 11 or \$0.50 per 11 x 17. Postage and shipping expenses will be billed at 1.1 times cost. Automobile mileage will be billed at a rate of \$0.75 per mile. All other travel expenses including carsharing will be billed at 1.1 times cost. Consultants necessary to the completion of project design may be hired directly by the client or architect. Sub-consultant services requested as part of or to be included in this agreement with SHD | Scott Holsapple Design LLC, will be billed at 1.1 times cost.

### Retainer

A one-time retainer in an amount equal to 25%, or \$500.00 minimum of the initial schematic design fee will be charged at the time this contract is executed. Payment and executed contract to be received prior to the commencement of work. This amount will be credited to the first invoice submitted, or until the total amount of the retainer is credited.

### Billing and Payment

The CLIENT will pay Scott Holsapple Design LLC fees for design services in accordance with the schedule of charges as indicated in the proposal and its attachments, and reimbursable costs billed on a monthly basis. Invoices will be submitted to the CLIENT by Scott Holsapple Design LLC and will be due upon presentation. If the CLIENT objects to all or any portion of any invoice, CLIENT will so notify Scott Holsapple Design LLC within (14) calendar days of the invoice date, identify the cause of disagreement and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice, in the absence of written notification described above, the balance as stated on the invoice will be paid. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. An administrative service charge of 2% per month of invoice (18% annual rate) will be applied to all accounts not paid within 30 days of invoice date. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the CLIENT per the current fee schedule. In the event the CLIENT fails to pay within sixty (60) days after invoices are rendered, CLIENT agrees that Scott Holsapple Design LLC will have the right to consider the failure to pay the invoice as a breach of this agreement and Scott Holsapple Design LLC will have the right to stop all current work and withhold design services, report, letters or any verbal consultation until the invoice is paid in full. If the CLIENT requests back-up data or changes to the format of the standard invoice, an administrative fee of \$100.00 per invoice may be charged per invoice.

### Termination/Revocation

It is understood that either party may terminate these services upon written notice for good reason seven (7) days after written notice in the event of any breach of any provision of this agreement or in the event of substantial failure of performance by the other party, or if the CLIENT suspends the work for more than three (3) months. In this event, Scott Holsapple Design LLC shall be compensated for all work-performed prior to date of termination plus reasonable termination expenses, including the cost of analyses, records and reports necessary to document job status at the time of termination at the rates set forth above. This proposal shall be considered revoked if acceptance is not received within 90 days of the proposal date.

### Ownership of Documents

All documents including drawings, specifications and electronic files prepared by the landscape architect and his consultants are instruments of service for use solely with respect to this project and shall remain the property of the landscape architect, whether executed or not. Documents shall not be used for any other project or extensions of this project without agreement in writing from the landscape architect. Re-use of any of these instruments of service by the client, after termination of agreement, shall be at the client's risk; and the client agrees to defend, indemnify and hold the landscape architect and his consultant's harmless from all claims, damages, and expenses, including attorney's fees arising out of such unauthorized re-use of said instruments of service.

### Limitation of Liability – Risk Allocation

The CLIENT recognizes that the fees charges by design professional commonly include an allowance for risks they assume as a consequence of their agreeing to provide services on their client's behalf. One of these risks stems from potential human error and, in order to reduce the amount allowed for purposes of funding that risk on this project, the

CLIENT agrees to limit liability to the CLIENT and all remedial Action Contractors arising from professional acts, errors or omissions, such that the total aggregate liability of to all those named shall not exceed \$50,000 or total fee for services rendered on this project, whichever is less.

If the client is not willing to limit liability as indicated above, an increase in the limit of liability to \$250,000 can be accommodated for a negotiable surcharge to the fee. These additional limits are annual aggregates in accordance with professional liability insurance coverage. The surcharge to the fee to provide \$250,000 aggregate limit is 25 percent of the original contract amount. This surcharge will be added to each monthly invoice if this option is elected. The CLIENT will notify Scott Holsapple Design LLC if this provision is elected. The CLIENT agrees to indemnify Scott Holsapple Design LLC, for all liabilities in excess of the monetary limits selected.

Limitations of liability and indemnities in this agreement are business understandings between the parties and shall apply to all of the different theories of recovery, including breach contract or warranty, tort, (including negligence), strict or statutory liability, or any other cause of agents, affiliates and subcontractors. The parties also agree that the CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join as third-party defendants.

Both the CLIENT and Scott Holsapple Design LLC agree that they will not be liable to each other, under any circumstances, for special, consequential, or punitive damages arising out of or related to this agreement.

#### **Dispute Resolution**

All claims, disputes, and other matters in controversy between Scott Holsapple Design LLC and CLIENT arising out of or in any way related to this agreement will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute of law arises related to the services provided under this agreement and that dispute requires litigation instead of ADR as provided above, then: 1) the claim will be brought and tried judicial jurisdiction of the court of King County where Scott Holsapple Design LLCs principal place of business is located and CLIENT waives the right to remove the action to any other county of judicial jurisdiction, and 2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

#### **Governing Law and Survival**

The law of the State of Washington will govern the validity of these terms, their interpretation and performance. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this agreement for any cause.

ATTACHMENT A -Torguson Park Concessions Stand / Restroom Park Structure  
 FEE PROPOSAL - CD-BID-CA  
 5/12/2015

City of North Bend  
 Attn: Mark Rigos  
 PO Box 896  
 1155 East North Bend Way  
 North Bend, WA 98045

<b>FEE SUMMARY - ARC, IL GROSS, TRES WES'</b>	fee	overhead	amount	remarks
<b>Architecture</b>		1	\$33,155	ARC Architects
<b>Consultants</b>				
structural	\$3,500	1.1	\$3,850	IL Gross Engineers
mech., elec.& plumbing - mep	\$9,500	1.1	\$10,450	Tres West Engineers
estimator	\$0	1.1	\$0	NA
<b>Estimated Expenses</b>		1.1	\$500	
<b>TOTAL</b>			<b>\$47,955</b>	

**ARC ARCHITECTS**  
**TASK ANALYSIS BY PHASE**  
**(2015) BILLING RATES**

principal	\$165
project manager	\$126
project architect	\$126
design staff	\$70

<b>TASK</b>	principal	proj man	proj arch	designer	remarks
<b>CONSTRUCTION DOCUMENTS (CD)</b>					100% CDs, permit/bid set
<b>Contracts</b>	6				
<b>Restart</b>	2			4	resurrect dwgs and documents
<b>Research</b>					
building & energy code	3			1	2011 Vs. 2015 updates
flood zone	3			1	
<b>Drawings</b>					code updates, consultant coord for building permit only
cover / title sheet	0.5			1	
floor plan	0.5			1	
reflected ceiling plan	0.5			1	
exterior elevations	0.5			1	
interior elevations	0.5			1	
building sections	0.5			1	
details	0.5			4	
quality control check	4			2	
<b>Specifications (Public Bid)</b>	18			2	Div 2-12 only
<b>Design Selections</b>					
Elevations	0.5			8	exterior paint options (3);
<b>Team Coordination</b>					
structural	3				
m.e.p.	3				
<b>Meetings</b>					
site visit	2				
Hours	48	0	0	28	
Hourly Rate	\$165	\$126	\$126	\$70	
Subtotal Fee	\$7,920	\$0	\$0	\$1,960	
<b>SUBTOTAL</b>				<b>\$9,880</b>	

TASK	principal	proj man	proj arch	designer	remarks
<b>PERMIT</b>					floodplain development permit by others
forms / application	4			2	
energy code forms	4				
document prep				8	
building permit intake				4	building permit submitted by
permit review comments / corrections				2	
team coordination	3				
<b>PUBLIC BID</b>					
substitution requests	2			2	
pre-bid meeting					assume not required
contractor questions	2			1	
bid addendum(s)	4			1	
<b>CONSTRUCTION ADMINISTRATION (CA)</b>					
submittals	42			8	
RFIs	20			8	
on-call field reports / site visits	16				4 trips total
team coordination	8			8	
change orders / clarifications	6			8	
punch list / back punch	8				2 trips total
Hours	119	0	0	52	
Hourly Rate	\$165	\$126	\$126	\$70	
Subtotal Fee	\$19,635	\$0	\$0	\$3,640	
<b>SUBTOTAL</b>				<b>\$23,275</b>	



**I.L. GROSS**  
STRUCTURAL ENGINEERS

1 May 2015

Jeff Wandasiewicz  
ARC Architects  
1101 E. Pike St, Floor 3  
Seattle WA 98122

RE: Torguson Park Structures

Dear Mr. Wandasiewicz,

This letter has been written at your request, and it is intended as an extra service fee proposal for the above referenced project.

FEE PROPOSAL

Based on our recent correspondence, we understand the City of North Bend would like to replicate the restroom/concessions building (as designed for the Jeanne Hansen Park project) to be located at Torguson Park. We also understand the project site is located in a flood plain and will be publicly bid. We propose to provide the structural drawings and calculations necessary for permit and bid on a lump sum basis of \$3500. The scope of our structural design services includes a user's fee and updating the design to include site specific flood, seismic and wind loads. We propose to provide Construction Administration(CA) Services on an hourly time and material basis. Tasks included in CA will be submittal review, answering RFI's and site visits if required. Our current billing rates are as follows:

Project Manager:	\$126
Cad Manager:	\$90

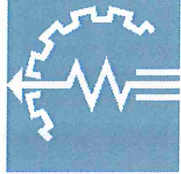
We look forward to the opportunity of working with you on this project. We hope that this is adequate for your current needs. If you have any questions or comments, please do not hesitate to call. If this proposal is acceptable to you, please sign below and return a copy to us for our files.

Sincerely,  
Victor Martinez, P.E.  
I.L. GROSS STRUCTURAL ENGINEERS

Victor Martinez,

\_\_\_\_\_  
ARC Architects

● T R E S W E S T E N G I N E E R S , I N C.



April 30, 2015

Mr. Jeffrey Wandasiewicz  
ARC Architects  
1101 E Pike Street  
Floor 3  
Seattle, WA 98122

**RE: TORGUSON PARK – MECHANICAL AND ELECTRICAL ENGINEERING FEE PROPOSAL**

Dear Jeff:

We are pleased to offer a fee proposal for Torguson Park Restroom and concession building. Our understanding is that the building will be a carbon copy of the Jeanne Hansen Park restroom and concession building with updates to comply with current codes. A brief summary of our proposed mechanical and electrical engineering services are listed below. Documents will be provided at two submittals, Permit and Bid, and will be stamped by Engineers licensed in the State of Washington.

- Review the previous project and conduct a code study and update to current codes
- Provide Mechanical and Plumbing Plans and specifications ready for public bid
- Provide Electrical power and lighting plans and specification ready for public bid
- Provide Electrical Load Calculations
- Provide energy code compliance Lighting and Mechanical Summary forms
- Coordinate with Civil for utility connections at 5' from the building edge
- Coordination conference calls with other consultants
- Drawings will be provided in 2D AutoCAD format
- Security conduits for future cameras

Exclusions: (If the following services are requested they will be billed on an hourly basis based on the attached Fee schedule)

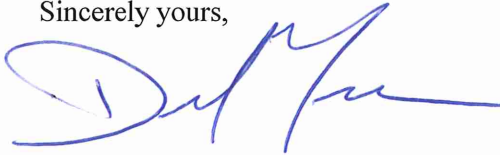
- All work outside of 5' from building edge
- Meetings and Site visits
- Intermediate submittals (SD, DD, CD, etc.)
- Site work (lighting, power, water, etc.)

- Cost Estimates
- Bidding support and Construction Administration Services

**Our engineering fee for the scope of services listed above is: \$9,500**

We appreciate the opportunity to be of service and look forward to your notice to proceed.  
Please do not hesitate to call if you have any questions.

Sincerely yours,



David Moore, P.E., LEED® BD+C  
Principal





T R E S   W E S T   E N G I N E E R S ,   I N C .

January 2015

**SCHEDULE OF CHARGES AND COMPENSATION**

Principal.....	\$175.00/Hour
Project Manager .....	\$150.00/Hour
Engineer.....	\$130.00/Hour
Senior Designer.....	\$120.00/Hour
Designer.....	\$110.00/Hour
CAD Operator .....	\$ 85.00/Hour
Administrative.....	\$ 65.00/Hour

The Schedule of Charges and Compensation is subject to change.

2702 SOUTH 42<sup>ND</sup> STREET, SUITE 301, TACOMA, WA 98409-7315  
TELEPHONE (253) 472-3300  
FAX (253) 363-9402



D. R. STRONG  
CONSULTING ENGINEERS

May 12, 2015

Proposal No. 2015-038R

Mark Rigos  
City of North Bend  
P.O Box 896  
1155 East North Bend Way  
North Bend, WA 98045

cc: Scott Holsapple  
scott@shd-la.com  
206-228-5488

**RE: Proposal for Professional Services  
Site Development Engineering Services  
Torguson Park Master Plan**

Dear Mr. Rigos:

D. R. STRONG Consulting Engineers Inc. is pleased to provide you with this proposal for professional services, for the above referenced project, located at 750 E. North Bend Way, known as Tax Parcel No. 1023089194, in North Bend, Washington.

Please read the terms and conditions of the attached proposal. If you wish to proceed with this project work, please sign and return the original proposal to our office as confirmation that you have read these terms and as our authorization to proceed.

We are pleased to be of service to you in your engineering design and surveying needs. If you have questions, or we can be of any additional assistance, please do not hesitate to contact me. We look forward to the successful completion of this project.

Sincerely yours,  
D. R. STRONG Consulting Engineers Inc.

A handwritten signature in blue ink that reads "Walter J. Shostak".

Walter J. Shostak, P.E.  
Senior Project Engineer, V.P.

WJS/lcs

R:\2015\Proposals\01038\P2015-038R\_150512\_Scott Holsapple.docx

620 7<sup>th</sup> Ave.  
Kirkland, WA 98033-5565  
Phone: (425) 827-3063  
Fax: (425) 827-2423  
Toll Free: (800) 962-1402



D. R. STRONG  
CONSULTING ENGINEERS

Proposal No. 2015-038R

**PROPOSAL**  
**FOR**  
**PROFESSIONAL**  
**SERVICES**

D. R. STRONG Consulting Engineers Inc., herein referred to as the "Consultant", and City of North Bend, herein referred to as the "Client", hereby agree and contract as follows:

**I. PROPOSAL WORK**

The Consultant will provide the necessary field and office procedures for performing professional services, for the project site located at 750 E. North Bend Way (Site), also known as Tax Parcel No. 1023089194, located in North Bend (City), Washington. These services will be provided based upon the following assumptions:

- The Client is the property owner or an authorized agent of the property owner;
- The Client understands that the property may be liened by the Consultant, if payment is not received in full within the time frame outlined herein;
- The Consultant's scope of services outlined herein is exclusive of project management. Hence, management of all aspects of this project, including other consultant's' work, agencies' review timelines, or delays caused by contractor's performance, shall be the Client's sole responsibility.
- The Client shall provide a complete boundary and topographic survey in AutoCAD digital drawing format for the Consultant's use in completing the work, including point file data used in developing the drawing. The survey shall meet all requirements of the reviewing agencies for complete design submittal. The survey shall be prepared and sealed by a Professional Land Surveyor licensed in the State of Washington, and a signed copy of the map provided to the Consultant along with digital drawings. The topographic survey, at a minimum, shall include contours at two-foot intervals, significant trees, spot elevations on property corners, and on curbs, gutters, sidewalk, edge of pavement, and centerlines of streets at 50-foot intervals. It shall also include all structures, fences, surface features, and utilities above and below ground to the extent that they can be identified by normal field observation;
- The Client shall provide a conceptual grading plan in AutoCAD format for the Consultant's use in completing the work, and will address all architectural and landscape plan issues and design details;
- The Client shall provide the services of a Sensitive Areas Consultant, Structural Engineer and Geotechnical Consultants, as necessary, to address project related issues, including but not limited to pavement design recommendations and infiltration testing, if necessary;
- After the Client's initial submittal to the Reviewing Agency, the Consultant will respond to questions, review comments, requests for clarification, and information. The Consultant will revise the plans, as necessary, and as agreed upon by the Client in order to complete a review package acceptable to the reviewing agency for the initial review. The Consultant's responses will include

620 7<sup>th</sup> Ave.  
Kirkland, WA 98033-5565  
Phone: (425) 827-3063  
Fax: (425) 827-2423  
Toll Free: (800) 962-1402

reasonable corrections of the plans required by the Reviewing Agency for submittal acceptance, due to errors or omissions by the Consultant on the plans or calculations. Corrections that come as a result of the Reviewing Agency's or the Client's inclusion of new concepts, requirements, unpublished policies, and previously undiscovered issues are not included in this scope of work. If these types of corrections or revisions are requested, they will be addressed as Additional Services, as described below.

Based upon these general points of understanding, the Consultant will perform the following services:

### **Phase 301 – Site Development Engineering**

The scope of work shown below is based on the Master Plan Grading Schematic, Torguson Park Grant Items, Little League PCP, Torguson Park LWCF Project Site Plan, Torguson Park LWCF Grant Project Summary and Cost Estimate (received via email from Client on 3/18/15), and email correspondence with Client. The Consultant will provide the following per the 2009 KCSWDM as adopted by the City, for the Client's use in submitting a clearing and grading permit application:

- CSWPPP, including ESC Plan and SWPPS;
- TIR addressing all Core and Special Requirements, including conveyance calculations for Loop Trail culvert design and new parking area;
- Detailed Clearing and Grading Plans for three (3) discreet areas (approximately 4.8 acres), including spot elevations and preliminary earthwork calculations for balancing cut/fill within each area including compensatory storage analysis;
- Detailed Clearing and Grading Plans for Plaza Area and Loop Trail (approximately 1.3 acres), including spot elevations and preliminary earthwork calculations for balancing cut/fill within each area including compensatory storage analysis; and
- Water and sewer service connections for new concession/ restroom building; if water or sewer main extensions are required these will be addressed as Additional Services as described below.

### **Phase 302 – Construction Phase Services**

The Consultant will provide the following services during project construction:

- Review contractor material submittals;
- Review contractor requests for material substitutions;
- Responds to RFI's; and
- Make site visits as requested by the Client.

### **Phase 998 – Meetings and Conferences**

The Consultant may be called upon or required to attend meetings with the Client, Client's agent, other consultants, or with review agency staff in order to address project issues. This work phase will include telephone conferences.

### **Phase 999 – Reimbursable Expenses**

Direct Non-Salary expenses, as defined in our Schedule of Charges and General Conditions, may be incurred by the Consultant in the performance of its proposed professional services.

**Additional Services**

Should the need arise for coordination of additional studies or completion of additional work scope related to this project, outside of the scope of services listed in the aforementioned phases, it will be billed as additional services. If plans or reports are part of any work phase, revisions to the plans resulting from changes by other Consultants or by the Client, or revisions in response to regulatory reviewer comments, will also be addressed as additional services. Activation of this phase will require the Client's additional authorization in order to proceed.

**II. PROPOSAL SUM**

The Consultant will perform the services described in Section I:

<b>Phase 301 – Site Development Engineering</b>	<b>(Fixed Fee)</b>	<b>\$ 22,000.</b>
<b>Phase 302 – Construction Phase Services</b>	<b>(Hourly Fee, NTE)</b>	<b>\$ 5,000.</b>
<b>Phase 998 – Meetings and Conferences</b>	<b>(Hourly Fee, NTE)</b>	<b>\$2,000.</b>
<b>Phase 999 – Reimbursable Expenses</b>	<b>(As Incurred, NTE)</b>	<b>\$2,000.</b>

**Fixed Fees** shall be invoiced on a percent-complete basis as determined by the Consultant. **Hourly Fees** shall be invoiced based upon actual hours spent and will therefore be billed in accordance with the rates outlined in the Consultant's Schedule of Charges and General Conditions that is current at the time the work is performed. **Hourly Fees** indicated above are for budgeting purposes only and may not reflect final invoice amounts. The actual fees will be based upon the actual hours needed to complete the work, and may exceed the indicated amount. Expenses include Direct Non-Salary expenses will be billed as incurred. All contract sums shall be paid in full prior to release of the engineering documents. The Client will pay directly for all submittal and review fees by the required reviewing agencies.

**III. RETAINER**

As a professional courtesy, the retainer requirement for this project has been waived.

**IV. SCHEDULE OF CHARGES AND GENERAL CONDITIONS**

The Consultant's 2015 Schedule of Charges and General Conditions are incorporated herein.

Date: 5-12-15

D. R. STRONG Consulting Engineers Inc.



Signature

Walter J. Shostak, P.E.

Printed Name

Senior Project Engineer, V.P.

Title

Date: \_\_\_\_\_

By:

Signature

Printed Name

Title

R:\2015\Proposals\0\038\2015-038R\_150512\_Scott Holsapple.docx



**2015 SCHEDULE OF CHARGES AND GENERAL CONDITIONS June 2, 2015**  
**D. R. STRONG CONSULTING ENGINEERS INC. (DRS)**

PRINCIPAL ENGINEER I.....	\$195/Hour	SENIOR PROJECT SURVEYOR .....	\$125/Hour
PRINCIPAL ENGINEER II .....	\$145/Hour	PROJECT SURVEYOR.....	\$95/Hour
EXPERT WITNESS (4 Hour Minimum).....	\$300/Hour	CHIEF-OF-PARTIES .....	\$90/Hour
SENIOR PROJECT ENGINEER.....	\$115/Hour	SURVEYOR.....	\$80/Hour
PROJECT ENGINEER .....	\$100/Hour	ASSISTANT SURVEYOR / PARTY CHIEF.....	\$75/Hour
SENIOR DESIGN ENGINEER.....	\$90/Hour	SURVEYING TECHNICIAN.....	\$60/Hour
DESIGN ENGINEER .....	\$75/Hour	1 PERSON SURVEY CREW.....	\$100/Hour
ASSISTANT ENGINEER.....	\$65/Hour	2 PERSON SURVEY CREW.....	\$135/Hour
ENGINEERING TECHNICIAN / ASSISTANT.....	\$60/Hour	3 PERSON SURVEY CREW.....	\$165/Hour
SENIOR DRAFTING SPECIALIST .....	\$80/Hour	CLERICAL ASSISTANT .....	\$45/Hour
DRAFTING SPECIALIST.....	\$75/Hour	DRS COURIER SERVICE    KING CO. - \$70/Each	
		PIERCE CO. - \$115/Each    SNOHOMISH CO. - \$95/Each	

**DIRECT NON-SALARY EXPENSES:** These are actual expenses incurred in connection with the project, including but not limited to the following; living and travel expenses of DRS staff while away from the home office on business connected with the project, review and recording fees charged by governmental agencies, subconsultant and subcontractor fees, laboratory charges, commercial printing and scanning costs, and in-house identifiable costs applicable to the work, such as copying, delivery charges, postage, photographs, etc. These direct non-salary expenses will be billed at actual invoice cost plus a standard markup of 15 percent under billing/work Phase 999.

**BILLING:** Invoices will be submitted at least once per month and are payable upon receipt, unless otherwise agreed. Accounts are delinquent (and interest of 1.5 percent per month will be added) when any invoice is not paid within thirty days. Any attorney's fees or other costs incurred in collecting delinquent accounts will be paid by the Client. If payments become delinquent, it is DRS' option to stop all work and/or withhold submittals to (or retrieve submittals from) reviewing agencies, or to withhold dissemination of any results of existing work until payments are brought current. In addition, DRS reserves the right to release retainers against past due accounts. Otherwise, retainers will be released against final invoices.

**RIGHT-OF-ENTRY:** The Client is responsible to provide by map or drawing, a description of the property, its location, and the location of any buried utilities or structures. The Client's authorization to proceed with a project secures and authorizes a right-of-entry for DRS and its subconsultants or subcontractors to engage in planned borings, observations, and other field operations. DRS shall take reasonable precautions to minimize damage from the use of equipment. However, DRS' fee does not include the cost for restoration of damage that may result from our operations. If the Client desires DRS to restore the property to its former condition, this can be accomplished with the cost being added to our fee.

**OWNERSHIP OF DOCUMENTS:** All designs, drawings, specifications, notes, data, sample materials, reports, and other work developed by DRS are instruments of service, and as such remain the property of DRS. The Client agrees that all work furnished to the Client or to his/her agents or assignees, which if not paid for, will be returned upon demand and will not be used for any purpose whatsoever. All DRS work is copyrighted. Printed and signed documents are originals, but electronic files are not originals. DRS reserves the right to reuse its work whenever convenient without notifying the Client.

**GENERAL LIABILITY INSURANCE:** DRS maintains General Liability Insurance for bodily injury and property damage. Certificates of such insurance may be furnished upon request. In the event the Client desires additional coverage of this type, DRS shall, upon the Client's written request, obtain additional insurance (if possible) at the Client's expense. DRS' liability to the Client for bodily injury or property damage arising out of work performed for the Client, for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to DRS' General Liability Insurance coverage.

**LIMITATIONS OF PROFESSIONAL LIABILITY:** DRS' findings, recommendations, specifications, or professional opinions will be presented, within the limits prescribed by the Client, after being prepared in accordance with generally accepted professional engineering and surveying practice. DRS makes no other warranty, either expressed or implied. For any injury or loss on account of any error, omission, or other professional negligence, the Client agrees to limit DRS and/or its professional employees' liability to the Client and to all agents, contractors, and subcontractors arising out of the performance of our professional services, such that the total aggregate liability to all those named shall not exceed \$2,500, or our fee, whichever is greater. In the event the Client does not wish to limit our professional liability to this sum, we shall waive this limitation upon the Client's written request made at the time of initial authorization on a given project, provided that the Client agrees to pay for this waiver an additional 5% of our total fee, or \$500, whichever is greater.

In the event the Client makes a claim against DRS and/or its staff at law or otherwise, for any alleged errors, omission, or other act arising out of the performance of our professional services, and the Client fails to prove such claim or prevail in an adversary proceeding, then the Client will pay all costs incurred by DRS and/or its professional staff in defending itself against the claim, including all attorney's fees.

**TERMINATION:** In the event the Client requests termination of the work prior to its completion, DRS reserves the right to complete such analyses and records as required to place our files in order as we consider necessary to protect our professional reputation. At our discretion, a termination charge may also be made to cover our proposal and administrative costs relating to the project.

If the project is delayed or halted by events beyond our control, including delays due to an account being delinquent, such that our portion of work cannot be completed in a normal time schedule, DRS reserves the right to invoice for percent complete or time and materials, and close out the project or re-negotiate the fee for completion of the project.